

ORIGINAL

07-CV-05229-CMP

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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA	
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

HARJIT GILL,

Plaintiff,

v.

AMERICAN MORTGAGE
EDUCATORS, INC., a Washington
Corporation, LISA JANE
ROSENBERGER, PERFECTO
BOBADILLA, and ROBERT
ROSENBERGER

Defendants.

NO.

COMPLAINT FOR COPYRIGHT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, FALSE
DESIGNATION OF ORIGIN,
UNFAIR COMPETITION, AND
UNFAIR BUSINESS PRACTICES.

TRIAL BY JURY REQUESTED

Plaintiff, Mr. Harjit Gill, through his undersigned counsel, hereby states and alleges the following:

I. Parties

1. The Plaintiff, Mr. Harjit Gill ("Mr. Gill"), is a world authority on accelerated mortgage reduction strategies. He is the founder of the Speed Equity¹ System and

¹ U.S. Registration No. 3,150,819.

Speed Equity® Software Program, as well as the international best selling author of “How to Own Your Home Years Sooner².”

2. Defendant, American Mortgage Educators, Inc. (“AME”) is a Washington corporation having its principal place of business and registered agent at: 15007 105th Avenue, Yelm, WA 98597.
3. On information and belief, Defendants, Lisa Rosenberger and Robert Rosenberger are Washington residents who operate the Defendant AME from its headquarters in Yelm, Washington.
4. On information and belief, Defendant Perfecto Bobadilla is a resident of Las Vegas, Nevada who regularly transacts business in this District.

II. Jurisdiction and Venue

1. This is a civil action seeking damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*; trademark infringement under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and unfair business practices under the Revised Code of Washington (RCW) Chapter 19.86.
2. This Court has jurisdiction under 17 U.S.C. § 101 *et seq.*; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright and trademark). This court has pendent and/or supplemental jurisdiction under 28 U.S.C. § 1367 for causes of action arising under the laws of the state of Washington because these state law causes of action form part of the same case or controversy.
3. This Court has personal jurisdiction over the Defendants, and venue is proper under 28 U.S.C. §§ 1391(b)-(c) and § 1400, in that the acts of infringement and unfair business practices complained of occurred in this District, by virtue of Defendants physical presence in the District, transacting, doing, and soliciting business in this District and because a substantial part of the property that is the subject of this action is situated here.

² U.S. Copyright Registration No. TXu-1-125-937

1 4. Plaintiff, Mr. Gill, is a resident of this District. The damage to Mr. Gill described
2 herein took place and continues to occur in the Western District of Washington.

3
4 **III. Facts**

5 1. Mr. Gill is a world authority on accelerated mortgage reduction strategies, the founder
6 of the Speed Equity® System and Speed Equity® Software Program, as well as the
7 international best selling author of "How to Own Your Home Years Sooner."

8 2. Mr. Gill's Speed Equity® System is used by over half a million homeowners in
9 8 different countries and endorsed by a subsidiary of HSBC – the third largest bank in
10 the world (Forbes Magazine).

11 3. Mr. Gill created the Speed Equity® System in 1995 in Australia and modified it in
12 2002 for use by North American homeowners.

13 4. The first edition of Mr. Gill's book "How to Own Your Home Years Sooner" was
14 published in 1995 in Australia and version 1 of his Australian software program was
15 launched shortly thereafter.

16 5. Mr. Gill's book and mortgage reduction system received national media coverage and
17 become a national success.

18 6. In February 2002, Mr. Gill met Lisa Rosenberger and Robert Rosenberger.

19 7. In July 2002, Mr. Gill registered and began using: www.MorgageFreeUSA.com
20 (the "Website") (See Exhibit A.)

21 8. In May 2003, Mr. Gill formed Mortgage Eliminators, LLC, a Washington Limited
22 Liability Company. The company was supported by Mr. Gill's speaking
23 engagements, seminars, workshops, subscriptions to his Mortgage Elimination
24 Software Program, and sales from his book "How to Own Your Home Years
25 Sooner."

26 9. In June 2003, Mr. Gill redeveloped his successful software and rebranded it under the
name "Speed Equity." The software went live on the Website in August 2003.

10. In November 2003, the first U.S. Edition of Mr. Gill's book was published.

- 1 11. In September 2005, Mr. Gill applied for the trademark "Speed Equity" in
2 International Class 036. The trademark was registered on October 3, 2006.
- 3 12. In March 2005, Mr. Gill married Lisa Rosenberger and met Mr. Perfecto Bobadilla,
4 who later became the business manager for American Mortgage Educators, Inc.
- 5 13. In May 2006, Mr. Bobadilla formed American Mortgage Educators, Inc. in order to
6 "market and commercialize" Mr. Gill's intellectual property and to provide him with
7 "liability protection" that the LLC lacked. Mr. Bobadilla instructed Mr. Gill to
8 transfer his intellectual property and assets to the newly formed corporation in
9 exchange for a majority interest.
- 10 14. Mr. Gill did not transfer his assets into the corporation and no certificates of
11 ownership were ever provided to Mr. Gill.
- 12 15. In early 2007, Lisa Rosenberger filed in Thurston County, Washington, for
13 Dissolution of her marriage with Mr. Gill (see Cause No. 07-3-00293-7.)
- 14 16. On April 26, 2007, the Court entered Findings of Fact and Conclusions of Law stating
15 that there is no written agreement or contract assigning Mr. Gill's intellectual
16 property to American Mortgage Educators, Inc., that the Intellectual Property was
17 created prior to his marriage with Lisa Rosenberger, that such intellectual property is
18 Mr. Gill's separate property, and that the property should be turned over to Mr. Gill.
19 (See Exhibit B.)
- 20 17. On May 1, 2007, Mr. Gill sent a cease and desist letter to American Mortgage
21 Educators, Inc. instructing the company to cease any further use of his intellectual
22 property and to return unsold books, records, and tangible property to Mr. Gill.
23 (See Exhibit C.)
- 24 18. On May 2, 2007, Mr. Gill deactivated his Website.
- 25 19. As of the filing of this complaint, the Defendants refuse to return Mr. Gill's
26 intellectual and tangible property, continue to sell his books and internet software and
derive license revenue therefrom.
20. American Mortgage Educators, Inc. have created a pirated website, hosted on a
Canadian server, where they continue to sell and license Mr. Gill's intellectual
property, use his name, claim affiliation with Mr. Gill, and otherwise deceive the

1 public. The URL of the pirated website is www.americanmortgageeducatorsinc.com
2 (the "Infringing Website.")

3 **COUNT 1: COPYRIGHT INFRINGEMENT**

- 4
- 5 1. Plaintiff incorporates herein by this reference each and every allegation contained in
6 each paragraph above.
 - 7 2. Plaintiff is, and at all relevant times has been, the copyright owner of exclusive rights
8 under United States copyright with respect to the certain copyrighted book "How to
9 Own Your Home Years Sooner," which is the subject of a valid Certificate of
10 Copyright Registration issued by the Register of Copyrights (the "Copyrighted
11 Book").
 - 12 3. Plaintiff is, and at all relevant times has been, the copyright owner of exclusive rights
13 with respect to the certain copyrighted software "Speed Equity® Software Program.
14 (the "Copyrighted Software").
 - 15 4. Among the exclusive rights granted to the Plaintiff under the Copyright Act are the
16 exclusive rights to reproduce the Copyrighted Book and Software (the "Copyrights"),
17 to claim ownership of the Copyrights, to prepare derivative works based on the
18 Copyrights, and to distribute the Copyrights to the public.
 - 19 5. Defendant, without permission and with willful disregard of Plaintiff's explicit
20 instructions not to use his Copyrights, continues to sell, distribute, and license
21 Mr. Gills Copyrights. In doing so, Defendants have violated Plaintiff's exclusive rights
22 of reproduction and distribution. Defendants' actions constitute infringement of
23 Plaintiff's Copyrights and exclusive rights.
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- 1 6. Defendants have recreated a website, in willful disregard of Mr. Gills rights, where
2 without permission the Defendants continue to use an online media distribution system
3 to permit U.S. Customers to access and use the Copyrights.
- 4 7. The foregoing acts of infringement have been willful and intentional, in disregard of
5 and with indifference to the rights of Plaintiff.
- 6 8. As a result of Defendants' infringement of Plaintiff's copyrights and exclusive rights
7 under copyright, Plaintiff is entitled to statutory damages pursuant to 17 U.S.C.
8 § 504(c) for Defendants' infringement of the copyrighted products. Plaintiff further is
9 entitled to its attorneys' fees and costs pursuant to 17 U.S.C. § 505.
10
11

12 **COUNT 2: FALSE DESIGNATION OF ORIGIN**

- 13 1. Plaintiff incorporates herein by this reference each and every allegation contained in
14 each paragraph above.
- 15 2. Defendants has engaged in false designation of origin by using the registered
16 trademark SPEED EQUITY, Mr. Gills name and Mr. Gill's "Consumer Advocate:
17 Harj Gill. Seal of Approval." design mark (the "Marks") even though Mr. Gill owns
18 the exclusive rights to use the Marks in association with his Website and Copyrights
19 described above. Defendants' use of Mr. Gill's Marks is without license, permission or
20 authorization and is likely to and has caused confusion or mistake as to the origin,
21 sponsorship, or approval of Defendants' goods or commercial activities. Thus,
22 Defendant's actions constitute a violation of Section 43(a) of the Lanham Act,
23 15 U.S.C. § 1125(a).
24
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3. Defendants have derived and will continue to derive and receive from the above-alleged acts of infringement, profits and revenues in an amount that is not presently known to Plaintiff. Further, such acts of infringement were made with knowledge of their capacity to deceive and were thus committed intentionally and willfully. By reason of the above acts of infringement, Plaintiff has been and will continue to be damaged in an amount to be determined at trial.
4. The activities of Defendants as alleged in this Complaint have caused and will continue to cause irreparable harm to Plaintiff.

COUNT 3: UNFAIR COMPETITION UNDER LANHAM ACT § 43

1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
2. Defendants' use of the Marks to promote, market, or sell their product in direct competition with Mr. Gill constitutes Unfair Competition pursuant to 15 U.S.C. § 1125(a). Defendants' use of the Marks is likely to cause confusion, mistake, and deception among consumers. Defendants' unfair competition has caused and will continue to cause damage to Mr. Gill, and is causing irreparable harm to Mr. Gill for which there is no adequate remedy at law.

COUNT 4: UNFAIR BUSINESS PRACTICE UNDER RCW § 19.86.010 *et seq.*

1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
2. Defendants' use of the Copyrights and Marks to promote, market, or sell a product in direct competition with Mr. Gill and to deceive the public as to the Mr. Gill's affiliation constitutes an Unfair Business Practice pursuant to RCW § 19.86.010 *et seq.* Defendants' use of the Copyrights and Marks is an unfair or deceptive practice occurring in trade or commerce that impacts the public interest and has caused injury to Mr. Gill. Defendants' unfair business practice has caused and will continue to cause damage to Mr. Gill, and is causing irreparable harm to Mother for which there is no adequate remedy at law.

COUNT 5: COMMON LAW UNFAIR COMPETITION

1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
2. Defendants' conduct constitutes unfair competition in that it offends established public policy and is immoral, unethical, oppressive, unscrupulous and injurious to consumers.
3. The acts of unfair competition alleged herein were committed with oppression, fraud, and malice. Specifically, Defendants continue to market, sell and derive revenue from Mr. Gills Copyrights and Marks and continue to deceive the public into believing they continue to be associated with him and the system he has built over the last 15 years.

IV. JURY DEMAND

Mr. Gill requests a jury trial on all issues triable by jury.

V. Request for Relief

Mr. Gill requests for the following alternative and cumulative relief:

1. An order enjoining Defendants, including all officers, agents, affiliates, employees and representatives of the Defendants, and all persons in active concert or participation with any of them, from engaging in or performing any of the following:
 - a. Using, selling, licensing, displaying, or providing access to the Copyrights or Marks, or any other products, services or source identifiers that are substantially similar to the Copyrights or confusingly similar to the Marks, in connection with the advertising, marketing, sale or provision of any products or services.
 - b. Performing any act that is likely to cause confusion, to cause mistake or to deceive, or otherwise mislead the trade or public into believing that Mr. Gill is associated with Defendants or that Defendants have any rights in the Copyrights or Marks.
2. An order that Defendants deliver up all products all copies of Mr. Gill's Copyrights (in whatever medium of expression), any derivative or colorable imitation, together with all means for making or reproducing the same.
3. An order requiring Defendant to send a written notice to all recipients of its mailings, and to all persons who have viewed Defendants Infringing Website, setting forth Mr. Gill's exclusive ownership of and rights to his Copyrights and Marks and disavowing any relationship between Mr. Gill and Defendants.
4. An order requiring Defendants to file with this Court and serve on Mr. Gill, within 30 days of service of this order, a report in writing under oath setting forth in detail the manner and form in which Defendants has complied with the terms of the ordered relief.
5. Damages in an amount sufficient to compensate Mr. Gill for all injury sustained as a result of Defendants' wrongful activities, and to account for and pay over to Mr. Gill all gains, profits, and advances derived from the use, promotion or sale by Defendants

1 of any products or provision of any services in wrongful association with Mr. Gill,
2 whether through the use of his Copyrights or Marks.

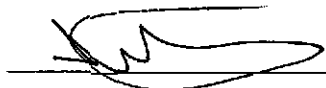
3 6. The immediate removal of the Infringing Website.

4 7. Treble the amount of damages recovered by Mr. Gill and all of his litigation expenses,
5 including reasonable attorneys' fees and costs.

6 8. Such other and further relief as the Court may deem just and equitable.
7

8 RESPECTFULLY SUBMITTED this the 7th day of May, 2007.
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10 AXIOS LAW GROUP, PLLC

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12 

13 By: Jefferson Coulter

14 WSBA #28947

15 Attorney for Plaintiff
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EXHIBIT A

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SPOTSee our
latest ads,
photos,
events &
more!LISTEN TO
Life Online™ with
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TODAY!BobParsons.com
Our GoDaddy-esque marketing.
Why I keep it edgy.
Our 2nd GoDaddy-esque video cast.

Domains

Hosting & Servers

Email

Site Builders

Business

SSL Certificates

Domain Auctions

Reseller Plans

WHOIS

Search Results for

MORTGAGEFREEUSA.COM

Search Again

Enter a Domain Name to Check

.com

GO

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:

Domains by Proxy, Inc.

DomainsByProxy.com
15111 N. Hayden Rd., Ste 160, PMB 353
Scottsdale, Arizona 85260
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: MORTGAGEFREEUSA.COM

Created on: 22-Jul-02

Expires on: 06-Feb-08

Last Updated on: 09-Apr-07

Administrative Contact:

Private, Registration MORTGAGEFREEUSA.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Technical Contact:

Private, Registration MORTGAGEFREEUSA.COM@domainsbyproxy.com

Domains by Proxy, Inc.

DomainsByProxy.com

15111 N. Hayden Rd., Ste 160, PMB 353

Scottsdale, Arizona 85260

United States

(480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

Available TLDs

- ☐ MORTGAGEFREEUSA.INFO \$0.99/yr SAVE!
- ☐ MORTGAGEFREEUSA.BIZ \$7.99/yr
- ☐ MORTGAGEFREEUSA.US \$7.99/yr
- ☐ MORTGAGEFREEUSA.NAME \$9.99/yr

You might also consider:

- ☐ MORTGAGEFREEUSAONLINE.COM \$6.95/yr
- ☐ ONLINEMORTGAGEFREEUSA.COM \$8.95/yr
- ☐ MORTGAGEFREEUSAHOME.NET \$8.99/yr
- ☐ HOMEMORTGAGEFREEUSA.NET \$8.99/yr
- ☐ MORTGAGEFREEUSASITE.ORG \$8.99/yr
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- ☐ MORTGAGEFREEUSAWEB.INFO \$0.99/yr SAVE!
- ☐ WEBMORTGAGEFREEUSA.INFO \$0.99/yr SAVE!
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You may modify email preferences and/or the non-public contact information for **SPEEDEQUITY.COM**, by clicking on the applicable toolbar making your modifications, and then clicking "Save".

Modify Email Preferences

Email Settings for: **SPEEDEQUITY.COM@domainsbyproxy.com**

All messages that you elect to "forward" or "filter for Spam and then forward" will be sent to the email address specified in My Settings. To view/edit this email address go to [My Settings](#) and look for the Customer Information toolbar.

- ☐ Use my default account setting
- ☐ Forward all email
- ☒ Filter for Spam and then forward remaining email
- ☐ Do not forward any email

Modify Non-Public Contacts

☐ Update ALL of my domains with the contact information below

Registrant		Technical	Administrative
*First Name	Harj	*Last Name	Gill
*Email	harj_gill@hotmail.com	Company	
*Address1	16201 Vancil Loop	Address2	
*City	Yelm	State	Washington
Zip	98597	*Country	United States
*Phone	3608705550	Fax	

☐ Check here to apply changes across ALL of the non-public contact screens for this domain

* Required field.

[Save](#)[R](#)

If you are in law enforcement, [click here](#)

For our subpoena policies, [click here](#)

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You may modify email preferences and/or the non-public contact information for **MORTGAGEFREEUSA.COM**, by clicking on the applicat below, making your modifications, and then clicking "Save".

Modify Email Preferences

Email Settings for: **MORTGAGEFREEUSA.COM** domainsbyproxy.com

All messages that you elect to "forward" or "filter for Spam and then forward" will be sent to the email address specified in [My Settings](#). To view/edit this email address go to [My Settings](#) and look for the Customer Information toolbar.

- ☐ Use my default account setting
- ☐ Forward all email
- ☒ Filter for Spam and then forward remaining email
- ☐ Do not forward any email

Modify Non-Public Contacts

☐ Update ALL of my domains with the contact information below

Registrant		Technical		Administrative	
*First Name	Harj	*Last Name	Gill		
*Email	harj_gill@hotmail.com	Company			
*Address1	16201 Vancil Loop	Address2			
*City	Yelm	State	Washington		
Zip	98597	*Country	United States		
*Phone	3608705550	Fax			

☐ Check here to apply changes across ALL of the non-public contact screens for this domain

* Required field.

[Save](#)[R](#)

If you are in law enforcement, [click here](#)
For our subpoena policies, [click here](#)

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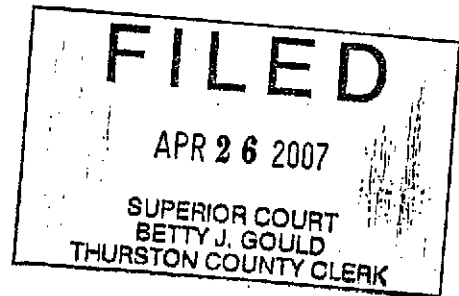
Starfield Secure Site



EXHIBIT B

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Time: _____
Judge/Calendar: _____



**SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON
FAMILY & JUVENILE COURT**

In re the Marriage of:

LISA JANE ROSENBERGER

NO. 07-3-00293-7

and

Petitioner,

FINDINGS OF FACT AND
CONCLUSIONS OF LAW RE:
INTELLECTUAL PROPERTY
and TEMPORARY ORDER

HARJIT SINGH GILL

Respondent.

BASIS

THIS MATTER regarding having come regularly before the court upon Petitioner's Motion for Temporary Orders, and upon the declarations and exhibits filed by the parties, and argument of counsel for both parties;

FINDINGS

THIS COURT HEREBY FINDS:

1. Respondent is not an "employee" of the parties' business, American Mortgage Educators;
2. A 1099 was provided to the court showing Respondent as an "independent contractor" of the business;

FINDINGS AND CONCLUSIONS RE: INTELLECTUAL PROPERTY Page
1 of 2

BISSELL LAW FIRM
GINA M. BISSELL
6963 Littlerock Road SW
Tumwater, WA 98512
360-956-1911

3. There is no written agreement or contract from Respondent to the corporation to show that Respondent signed over his copyrighted and intellectual property rights to the Corporation to sell;

4. The books being sold by the corporation were written by Respondent, Harjit Gill, before the parties were married;

4. The books and the on-line software being sold by the corporation is the intellectual property of Harjit Gill;

CONCLUSIONS OF LAW

7 he is a prima facie & having that
1. The intellectual property of the books and on-line software is the separate property of Respondent, Harjit Gill;

2. The intellectual property should be turned over to the Respondent, Harjit Gill.

3. *7 he cant does not have the jurisdiction to order the corporation to take any action or turn over any property.*

DATED this ____ of _____, 20__ CHRISTINE SCHALLER

JUDGE/COURT COMMISSIONER

Presented by:

Approved for entry as to form by:

Gina M. Bissell
WSBA #21848
Attorney for Petitioner

Clinton Morgan
WSBA #
Respondent

FINDINGS AND CONCLUSIONS RE: INTELLECTUAL PROPERTY Page
2 of 2

BISSELL LAW FIRM
GINA M. BISSELL
6963 Littlerock Road SW
Tumwater, WA 98512
360-956-1911

EXHIBIT C

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harj_gill@hotmail.com

Printed: Friday, May 4, 2007 7:46 AM

From : harj gill <harj_gill@hotmail.com>
Sent : Tuesday, May 1, 2007 6:10 PM
To : info@MortgageFreeUSA.com, admin@MortgageFreeUSA.com, rercsa@alltel.net
CC : harj_gill@hotmail.com, Bruce_Santy@msn.com, hlberchet@comcast.net, katieparr@hotmail.com, perdrix@comcast.net, perdrixec@comcast.net, srakes@ywave.com, steverussell42@hotmail.com, outdoorsbydesign@msn.com
Subject : CEASE & DESIST - IMMEDIATELY

To the Officers, Owners & Representatives of American Mortgage Educators, Inc:

Chairman of the Board Mr. Robert Rosenberger
President & CEO Dr. Lisa Rosenberger
Chief Operations Officer Mr. Perfecto Bobadilla

This a FIRST & FINAL NOTICE.

This is to inform you that as of March 02, 2007 I, Harj Gill, withdrew my endorsement of and affiliation with American Mortgage Educators, Inc. its Owners, officers, employees and representatives.

Please be advised that the FINDINGS OF FACT AND CONCLUSIONS OF LAW RE: INTELLECTUAL PROPERTY and TEMPORARY ORDER that was passed down by the SUPERIOR COURT OF WASHINGTON - COUNTY OF THURSTON FAMILY & JUVENILE COURT on April 26, 2007 states:

FINDINGS:

- There is NO WRITTEN AGREEMENT or CONTRACT from me to your corporation to show that I signed over my copyright and Intellectual Property Rights to your corporation to sell;
- The books being sold by your corporation were written by me BEFORE the parties were married;
- The book and the on-line software being sold by your corporation is MY intellectual property;

CONCLUSIONS OF LAW

1. There is a Prima Facie showing that the Intellectual Property of the books and online software is MY separate property.
2. The Intellectual Property SHOULD BE TURNED OVER TO ME.

Despite the Family Court's decision that it does not have the jurisdiction to order your corporation to take any action or to turn over any property to me, there is a moral and ethical obligation for you to do so.

My attorney has made repeated attempts over the past two months to reach an amicable and fair settlement with you regarding your Corporation's UNAUTHORIZED representation and commercialization of my Intellectual Property.

My attorney's office contacted Mr. Steven Bean, a local attorney and professional mediator, who stated that he could mediate on Thursday, May 3rd, 2007. You refused this offer of mediation.

My attorney's office then contacted another local attorney/mediator, Mr. Steve Henderson, who stated that he could mediate on Monday, April 30th, 2007. You also refused this offer of mediation.

Meanwhile your corporation continues to represent and commercialize my Intellectual Property in the conduct of your company's marketing and business efforts.

I HEREBY DEMAND that you:

- IMMEDIATELY CEASE & DESIST from representing me as the Consumer Advocate and from using my Seal of Approval.
- IMMEDIATELY CEASE & DESIST from representing and commercializing my Intellectual Property that includes, but is not limited to, the domain name www.MortgageFreeUSA.com, the Speed Equity® System, the Speed Equity® Software Program as well as my publication "How to Own Your Home Years Sooner."
- IMMEDIATELY CEASE & DESIST from making any UNAUTHORIZED derivative or modified works of any of my Intellectual Property without my prior knowledge and written consent.
- IMMEDIATELY CEASE & DESIST from using my name, Harj Gill, and my titles as "International Best Selling Author," and "World's Foremost Mortgage Reduction Expert."
- IMMEDIATELY CEASE & DESIST from using my goodwill by making references that suggest you and your corporation are in any way associated or affiliated with me.
- IMMEDIATELY RETURN ALL my Intellectual Property to me.
- IMMEDIATELY RETURN ALL the tangible assets of my LLC to me.

- COMPENSATE ME for the past and the continued use of my Intellectual Property.

You have 24 hours to comply with my demands by contacting my Attorney to settle this issue or I shall be forced to take action.

I look forward to your cooperation regarding this matter.

Thanking you in advance,

Harj Gill, M.Ed

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